

does not violate, conflict with, or constitute a default under, the terms of any other agreement, commitment, instrument or understanding, written or oral, to which Producer is a party or to which Producer's Market Hogs may be subject. During each year of the Term, Producer shall be entitled to sell, grant or otherwise convey to a person or entity other than Morrell the right to sell Producer's Total Production of Market Hogs in excess of the number of Market Hogs set forth in Producer's Projection Certificate as Producer's Annual Projected Total Production for each such year, if but only if Producer first (i) gives thirty (30) days prior written notice to Morrell of Producer's intent to sell such Market Hogs, and (ii) furnishes Morrell with true, accurate and complete copies of all documentation relating directly or indirectly to such proposed sale, grant or other conveyance, and (iii) the documentation relating to such sale, grant or other conveyance expressly recognizes that the right or option being sold, granted or otherwise conveyed thereby is junior and subordinate to the right granted to Morrell by this Section 3(b). Should Morrell determine to exercise its first right to purchase described herein, Morrell shall notify Producer in writing of Morrell's decision to purchase additional Market Hogs within fifteen (15) days of Morrell's receipt of Producer's notice by indicating the number (or stating "all") of the additional Market Hogs to be purchased and the time period for which the notice shall be effective. All such additional Market Hogs shall be then delivered by Producer and purchased by Morrell under the same terms and conditions as those Market Hogs required to be sold by Producer under the terms and conditions of this Agreement.

- (c) Producer represents and warrants to Morrell that the Projection Certificate dated and effective as of the date on which this Agreement was executed and delivered by the parties is true, accurate and complete in all respects.
- (d) Producer shall be entitled at any time and from time to time after the date of this Agreement (but not more than four (4) occasions during any period of the Term or any renewed or extended term of this Agreement consisting of 52 consecutive Delivery Weeks) to revise its projections concerning its Annual Projected Total Production of Market Hogs during the remainder of the Periods by preparing and delivery to Morrell a Projection Certificate at least two (2) weeks prior to its effective date. Provided however, that no such revision shall decrease the Annual Projected Total Production to a number of Market Hogs that is less than Producer's Total Production.
- (e) Notwithstanding the forgoing, Producer shall, on or before January 15 in each calendar year during the Term or any renewed or extended term hereof, prepare and deliver to Morrell a Projection Certificate that shall be effective as of January 1 in the year such certificate is prepared and